

for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

I. Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement.

XVIII. Resolution of Disputes

A. If a dispute arises under this Agreement, including disputes relating to any portion of an amount due to a Party, the Disputing Party shall give written notice of the dispute to the other Party. If the Parties are unable to resolve the issues within 30 days after delivery of Notice, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.

B. If the Parties are unable to resolve the dispute within 90 days after the Parties' appointment of designated representatives, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy at law or in equity. The prevailing Party shall be entitled to recover its attorneys' fees and costs. Moreover, each party reserves the right to seek judicial review of any ruling made by the Commission concerning this Agreement.

XIX. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XX. Assignment

Other than to an affiliate, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld. Notice of assignment must be given at least 60 days in advance of the proposed assignment.

XXI. Amendment

This Agreement may not be amended in any way except upon written consent of the parties.

XXII. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any party's ability to continue to perform its material obligations hereunder, the parties shall immediately begin negotiations of new provisions to replace the severed provisions

XXIII. Survival

Any liabilities or obligations of a party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a party under the provisions regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

XXIV. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which it is filed, and by the Communications Act of 1934 as amended by the Act.

XXV. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XXVI. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act.

XXVII. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be made in one of two manners:

(1) in writing, delivered by certified or registered mail, or

(2) by facsimile transmission, provided that a paper copy is also sent by certified or registered mail.

B. All notices, consents, approvals or other communications required or contemplated by this Agreement shall be made to the following addresses:

LEC

TDS Metrocom LLC
525 Junction Road Suite 6000
Madison, Wisconsin 53717
Attention: Manager Carrier Relations

Cingular

Cingular
5565 Glenridge Connector
Suite 1520
Atlanta, Georgia 30342
Attention: Sr. Interconnection
Manager

With a copy to:
TDS Metrocom LLC
525 Junction Road Suite 6000
Madison, Wisconsin 53717
Attention: Clec Regulatory & Legal Counsel

With a copy to:
Cingular Wireless Legal
Department
Attention: Janet Selby
16331 NE 72nd Way (RTC 1)
Redmond, WA 98052

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

C. Notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent. Notice by facsimile shall be effective on the date set forth on the confirmation produced by the receiving facsimile machine when received prior to 5:00 p.m. in the recipient's time zone, but the next business day when received at 5:00 p.m. or later in the recipient's time zone.

XXVIII. Relationship of Parties

It is the intention of the Parties that each shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

XXIX. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party

hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. Nothing in this Agreement shall be construed to prevent Cingular from providing services to or obtaining services from other carriers.

XXX. Force Majeure

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by LEC, LEC agrees to resume performance in a nondiscriminatory manner and not favor its own provision of telecommunications services above that of Cingular.

XXXI. Restoration of Service In The Event Of Outages

A. TDS Metrocom LLC and Cingular shall perform restoration of network elements and services in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences at Parity. All service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

B. The Parties will provide each other with a Single Point of Contact, available twenty-four hours per day, seven days a week, for all maintenance and service problem communications.

C. The parties will establish an escalation procedure for dealing with maintenance and service problem issues.

D. The Parties agree that they will make reasonable efforts to restore service to the other Party at a higher priority than their own standard retail end user customers.

XXXII. Service Projections

The Parties will provide non-binding two-year intercompany forecasts for traffic utilization over trunk groups. These forecasts shall be updated semi-annually or at other standard intervals as mutually agreed to by both Parties.

XXXIII. Quality of Service

- A. Interconnection quality of service shall be at Parity with that provided by each party for its own services.
- B. A blocking standard of 1% during the average busy hour shall be maintained for all local interconnection facilities.
- C. The Parties shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.
- D. The Parties will mutually develop operating statistical process measurements to ensure that a negotiated service quality level is maintained. Such statistics will be exchanged under an agreed upon schedule.

XXXIV. Entire Agreement

This Agreement and its Exhibit, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

Cingular

By: Michael f. VanWeelden

Michael VanWeelden
Name

Director – SCM – Network
Title

5-9-05
Date

TDS Metrocom LLC

By: Nicholas Jackson

Nicholas Jackson
Name

Vice President Business Operations
Title

April 29, 2005
Date

EXHIBIT 1

The following are specific percentages and compensation rates agreed to by the Parties:

1. Local interconnection rate for termination of local traffic (Paragraph V-B): \$0.010 per MOU (Minute of Use).
2. 65% of the total traffic between the Parties is mobile-originated traffic terminated by LEC (Paragraph V-B).
3. If actual usage cannot be measured, for purposes of determining the sharing of recurring charges on two-way trunks, the charges will be shared proportionately based on an assumption that 65% of the total traffic between the Parties is mobile-originated traffic terminated by LEC, and 35% of the total traffic between the Parties is LEC-originated traffic terminated by Cingular (Paragraph VI-B).
4. The Parties agree to a PLU factor of 100% (Paragraph VI-E).